

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

RUTH SMITH, individually and on
behalf of all others similarly
situated,

Plaintiff,

Case No.

1:22-cv-00081-LMB-

vs.

WEF

SUNPATH, LTD., a Massachusetts
corporation,

Defendant.

_____ /

DEPOSITION OF
RULE 30(b)(6) DEPOSITION OF CHUKRAN MANAGEMENT GROUP
d/b/a AMERICAN PROTECTION CORP. ("AMERICAN PROTECTION")
KOBI CHUKRAN

(Conducted Via Videoconference)

DATE: November 1, 2022

TIME: 11:03 a.m. to 2:06 p.m.

PURSUANT TO: Notice by counsel for Plaintiff
for purposes of discovery, use at
trial or such other purposes as
are permitted under the Federal
Rules of Civil Procedure

REPORTED BY: Aaron T. Perkins, RMR, CRR, CRC
Notary Public, State of
Florida at Large

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<p>1 vehicle, as well as the mileage. Based on this 2 information, we can determine what is the best 3 coverage we can offer.</p> <p>4 Q. And then once you make that 5 determination, what happens next?</p> <p>6 A. Then we submit the sale to the -- to be 7 underwritten by SunPath.</p> <p>8 Q. And throughout that sales process, you 9 know, you get the lead, you contact the client, 10 you see what they're qualified for, you determine 11 what's best for them, and then you reach out to 12 SunPath.</p> <p>13 Is that final step, reaching out to 14 SunPath, is that where contacting SunPath would 15 come in to play or would you have contacted them 16 at some point prior?</p> <p>17 MR. TANDY: Objection.</p> <p>18 MR. CAFFAS: Yeah. Objection to form as 19 well. It's a compound question.</p> <p>20 MR. TANDY: And I must object. To the 21 extent that you're attempting to define the 22 term sales pathway, I object to that, or 23 process. I'm sorry, Mr. Smith, but I do 24 think that's really compound.</p> <p>25 MR. SMITH: That's fine.</p> <p style="text-align: right;">Page 30</p>	<p>1 Q. Okay. So let's walk through this.</p> <p>2 You obtain leads from various sources; 3 is that correct?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And then you're going to reach 6 out to those leads to potentially sell a vehicle 7 service contract, right?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. After you contact the potential 10 client, you're going to find out what they're 11 qualified for; is that fair to say?</p> <p>12 A. Well, in some cases, the customer 13 contacts us.</p> <p>14 Q. Okay. Maybe they contact you; you 15 contact them. Once you're in touch with the 16 potential customer, you determine what they're 17 qualified for?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. How do you go about doing that?</p> <p>20 A. Based on the customer's vehicle 21 characteristics, the year, make, model, and 22 mileage.</p> <p>23 Q. And then what do you do with that 24 information?</p> <p>25 A. We enter it into our CRM that allows us</p> <p style="text-align: right;">Page 32</p>
<p>1 BY MR. SMITH:</p> <p>2 Q. You can still answer.</p> <p>3 A. What was the question again?</p> <p>4 Q. I'm just trying to understand when the 5 first time throughout American Protection's sales 6 process they would contact SunPath about a 7 particular sale. Is it in the end, or is it at 8 some point along the way, for example, when 9 they're trying to find out if a customer is 10 qualified for a product?</p> <p>11 MR. TANDY: Object to the form. I'm 12 going to renew my objection to the compound 13 question. And as well, I'm not sure that it 14 is accurately characterizing Mr. Chukran's 15 testimony to the extent you're suggesting 16 that they only use SunPath, which I believe 17 he has already said is not the case. To the 18 extent you are testifying, Mr. Smith, I would 19 object to that.</p> <p>20 MR. SMITH: All right, Greg.</p> <p>21 BY MR. SMITH:</p> <p>22 Q. You can answer the question.</p> <p>23 A. So we provide the specifications in 24 terms of what would qualify for specific coverage 25 based on a customer's vehicle information.</p> <p style="text-align: right;">Page 31</p>	<p>1 to determine what coverage the particular customer 2 qualifies for.</p> <p>3 Q. Okay. And how does your CRM know which 4 product is best for the customer? Let me rephrase 5 that question. Sorry. I will strike that 6 question.</p> <p>7 What do you input into your CRM to 8 determine what customers will be best qualified 9 for?</p> <p>10 A. The year, make, model, and mileage 11 information of the vehicle.</p> <p>12 Q. All right. From, let's say, SunPath, if 13 you're selling a SunPath product, what information 14 would be in your CRM to determine if they qualify 15 for that product?</p> <p>16 A. A product availability.</p> <p>17 Q. Okay. While you're determining whether 18 or not they qualify for a product, do you ever 19 reach out to those service companies?</p> <p>20 MR. TANDY: Objection.</p> <p>21 THE WITNESS: I don't understand the 22 question.</p> <p>23 BY MR. SMITH:</p> <p>24 Q. Okay. Is it fair to say, if I say a 25 vehicle service company, I'm referring to SunPath</p> <p style="text-align: right;">Page 33</p>

<p>1 and the other parties who you sell their vehicle</p> <p>2 services contracts? Do you understand that?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. So when you're trying to</p> <p>5 determine if a customer is qualified for a</p> <p>6 particular plan, do you ever contact these</p> <p>7 companies?</p> <p>8 A. No.</p> <p>9 Q. So American Protection would make that</p> <p>10 determination, and then they would provide the</p> <p>11 potential client with the best plan.</p> <p>12 MR. TANDY: I will object to the form</p> <p>13 and, again, object to the extent that you're</p> <p>14 characterizing Mr. Chukran's testimony</p> <p>15 regarding whether or not American Protection</p> <p>16 is making a determination.</p> <p>17 BY MR. SMITH:</p> <p>18 Q. You can answer.</p> <p>19 A. Again, we provide the specifications,</p> <p>20 plan specifications, by, in this case, SunPath</p> <p>21 which allows us to determine what is the best plan</p> <p>22 for the customer's needs.</p> <p>23 Q. Okay. And once you determine what's the</p> <p>24 best plan that customer is qualified for, then you</p> <p>25 go back to the customer and provide them with that</p> <p style="text-align: right;">Page 34</p>	<p>1 You can answer. I'm objecting to the</p> <p>2 form of the question.</p> <p>3 THE WITNESS: In some cases it would be</p> <p>4 rejected.</p> <p>5 BY MR. SMITH:</p> <p>6 Q. Can you tell me an example of why</p> <p>7 SunPath would reject a particular contract?</p> <p>8 MR. TANDY: Objection, Taylor, to the</p> <p>9 extent you're asking him to surmise why</p> <p>10 another company rejected the a contract. Or</p> <p>11 are you only asking if he's ever been told</p> <p>12 specific reasons? Because the first way I'm</p> <p>13 going to object that that's speculation. But</p> <p>14 if it's the second reason, then I would ask</p> <p>15 you to ask that specific question.</p> <p>16 Does that make sense?</p> <p>17 MR. SMITH: I understand what you're</p> <p>18 saying.</p> <p>19 BY MR. SMITH:</p> <p>20 Q. Would you ever receive a rationale for</p> <p>21 why SunPath would have rejected one of</p> <p>22 American Protection's sales contracts?</p> <p>23 A. Yes.</p> <p>24 Q. What would those rationales be?</p> <p>25 A. It could have been that the title of the</p> <p style="text-align: right;">Page 36</p>
<p>1 plan?</p> <p>2 A. I'm sorry, repeat the question please.</p> <p>3 Q. Once you determine which plan a customer</p> <p>4 is best qualified for, then you back to the</p> <p>5 customer and provide them with the plan that you</p> <p>6 believe best suits their needs?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And then the customer can either</p> <p>9 say, no, I don't want that plan, or, yes, I do?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. What happens if the customer</p> <p>12 says, All right, I want to purchase that plan?</p> <p>13 MR. TANDY: Objection. I'm not sure I</p> <p>14 understood your question, Taylor.</p> <p>15 BY MR. SMITH:</p> <p>16 Q. I'm just trying to understand how they</p> <p>17 go about closing the sales process. What happens</p> <p>18 after a customer says, All right, I will purchase</p> <p>19 that vehicle service plan?</p> <p>20 A. We receive information, and that</p> <p>21 information is then submitted, in this case,</p> <p>22 SunPath for fulfillment.</p> <p>23 Q. And would SunPath always accept that</p> <p>24 contract, or would they sometimes decline it?</p> <p>25 MR. TANDY: Objection.</p> <p style="text-align: right;">Page 35</p>	<p>1 vehicle was rebuilt or rebranded.</p> <p>2 Q. Any other reasons?</p> <p>3 A. That's most of the -- that would be the</p> <p>4 most.</p> <p>5 Q. Okay. Let's say SunPath rejected one of</p> <p>6 the contracts. Would American Protection go about</p> <p>7 trying to fix the issue with SunPath and submit it</p> <p>8 again?</p> <p>9 A. No. If the vehicle does not qualify for</p> <p>10 coverage, there's really nothing we can do.</p> <p>11 Q. Okay. And if SunPath rejects the</p> <p>12 contract, would American Protection ever say, All</p> <p>13 right, well, then we have these other options with</p> <p>14 one of the other companies that you work with?</p> <p>15 A. No.</p> <p>16 Q. Okay. You said you entered the payment</p> <p>17 information and submit it to, in this case,</p> <p>18 SunPath.</p> <p>19 Where would you enter that payment</p> <p>20 information?</p> <p>21 A. Into our CRM system.</p> <p>22 Q. The CRM.</p> <p>23 And does SunPath have access to that CRM</p> <p>24 system?</p> <p>25 A. I'm not sure.</p> <p style="text-align: right;">Page 37</p>

<p>1 collect each monthly payment from those clients?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. What happens if they cancel their</p> <p>4 contract or stop paying?</p> <p>5 A. Then the plan --</p> <p>6 MR. CAFFAS: Object to the form.</p> <p>7 THE WITNESS: Then the contract is</p> <p>8 cancelled.</p> <p>9 BY MR. SMITH:</p> <p>10 Q. Does SunPath provide a refund of the</p> <p>11 cost to American Protection then?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. I will scroll to page 2,</p> <p>14 paragraph 10. Give me one second. All right. So</p> <p>15 it says, "All amounts constituting product seller</p> <p>16 cost and/or net price which are received by CCM</p> <p>17 shall be held in trust by CCM for the company's</p> <p>18 sole benefit."</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Is product seller costs in this context,</p> <p>22 is that the cost that you were referring to that</p> <p>23 gets paid to SunPath?</p> <p>24 A. Yes.</p> <p>25 Q. And is net price in this context, is</p> <p style="text-align: right;">Page 62</p>	<p>1 on behalf of SunPath after they make the sale.</p> <p>2 MR. CAFFAS: Objection. Form and</p> <p>3 relevance. We're not here for your</p> <p>4 understanding.</p> <p>5 THE WITNESS: It is my understanding</p> <p>6 that American Protection would submit the</p> <p>7 cost of the product to SunPath.</p> <p>8 BY MR. SMITH:</p> <p>9 Q. Okay. Does this paragraph create a</p> <p>10 fiduciary duty that American Protection owes to</p> <p>11 SunPath?</p> <p>12 MR. CAFFAS: Objection. Calls for</p> <p>13 speculation.</p> <p>14 MR. TANDY: And I'm going to object that</p> <p>15 the witness is not a lawyer. And to the</p> <p>16 extent that answering the question would</p> <p>17 require him to explain some type of legal</p> <p>18 relationship that will impinge on the</p> <p>19 attorney-client privilege and any advice he</p> <p>20 may have received from myself or others,</p> <p>21 other attorneys, I'm instructing him not to</p> <p>22 answer that question.</p> <p>23 MR. SMITH: You're instructing him not</p> <p>24 to answer based on the --</p> <p>25 MR. TANDY: I'm instructing him not to</p> <p style="text-align: right;">Page 64</p>
<p>1 that the amount that American Protection gets to</p> <p>2 keep for each sale?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And so is it fair to say that</p> <p>5 this paragraph requires American Protection to</p> <p>6 hold SunPath's portion of the financials in trust</p> <p>7 on behalf of SunPath?</p> <p>8 A. I'm sorry, can you repeat the question?</p> <p>9 Q. Yeah.</p> <p>10 Is it fair to say that this paragraph</p> <p>11 requires American Protection to hold SunPath's</p> <p>12 portion of the financials for each sale in trust</p> <p>13 on behalf of SunPath?</p> <p>14 MR. CAFFAS: I will object to the form.</p> <p>15 I believe that's -- I think it's vague. I</p> <p>16 didn't understand the question, and to the</p> <p>17 extent it's leading.</p> <p>18 BY MR. SMITH:</p> <p>19 Q. You can answer.</p> <p>20 A. Yeah. Again, I'm having a hard time</p> <p>21 also understanding not only the question but also</p> <p>22 the relevance to this topic at hand.</p> <p>23 Q. I'm trying to understand. If I</p> <p>24 understand this correctly, American Protection is</p> <p>25 required to hold the product seller cost in trust</p> <p style="text-align: right;">Page 63</p>	<p>1 answer the question as to whether or not</p> <p>2 somebody has informed him with enough</p> <p>3 information or legal advice to determine</p> <p>4 whether or not some sort of fiduciary</p> <p>5 relationship has occurred. He's not a</p> <p>6 lawyer.</p> <p>7 And, Mr. Smith, I have let you go a long</p> <p>8 time, but he's not a lawyer, and he's not</p> <p>9 going to answer legal questions that are</p> <p>10 determined down the road.</p> <p>11 MR. SMITH: You can certainly object to</p> <p>12 a legal conclusion, but that's not a basis to</p> <p>13 instruct a witness not to answer a question.</p> <p>14 MR. TANDY: No, no. Wait. I'm</p> <p>15 instructing him that to the extent that he</p> <p>16 was provided with legal advice from an</p> <p>17 attorney that would need to be disclosed in</p> <p>18 answering your question, I'm instructing him</p> <p>19 not to answer that question for that purpose.</p> <p>20 So if you want to ask him -- Mr. Smith,</p> <p>21 if you want to ask him a "yes" or "no"</p> <p>22 question, Did somebody tell you that</p> <p>23 American Protection is a fiduciary for</p> <p>24 SunPath? you can ask that "yes" or "no"</p> <p>25 question. But what you can't ask is how he</p> <p style="text-align: right;">Page 65</p>

CERTIFICATE OF REPORTER

(VIA VIDEOCONFERENCE)

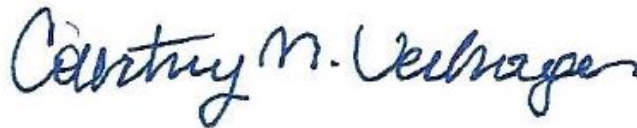
STATE OF WISCONSIN:

COUNTY OF WINNEBAGO:

I, COURTNEY N. LANGHOFF, RMR, CRR, FPR-C,
Notary Public, State of Florida, certify that I was
authorized to and did stenographically and remotely
report the Zoom videoconference deposition of
KOBI CHUKRAN (CHUKRAN MANAGEMENT GROUP, LLC); that a
review of the transcript was requested; and that the
foregoing transcript, pages 134 through 248, is a true
and accurate record of my stenographic notes.

I further certify that I am not a relative,
employee, or attorney, or counsel of any of the parties,
nor am I a relative or employee of any of the parties'
attorneys or counsel connected with the action, nor am I
financially interested in the action.

DATED this 16th day of November, 2022.



COURTNEY N. LANGHOFF, RMR, CRR, FPR-C